



# **MEMORANDUM OF UNDERSTANDING**

**between**

**CITY OF ALAMEDA**

**and**

**ALAMEDA FIRE MANAGEMENT ASSOCIATION**

**FEBRUARY 28, 2010 – JUNE 29, 2013**



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**between**  
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**MEMORANDUM OF UNDERSTANDING**  
**between**  
**CITY OF ALAMEDA**  
**and**  
**ALAMEDA FIRE MANAGEMENT ASSOCIATION**

This Memorandum of Understanding is entered into pursuant to the provisions of Section 3500 et. seq. of the Government Code of the State of California.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit, and have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and Employer-employee relations of such employees.

This Memorandum of Understanding shall be presented to the City Council of the City of Alameda as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing February 28, 2010 and ending June 29, 2013.

**Section 1. Recognition**

**1.1 Association Recognition**

Alameda Fire Management Association, hereinafter referred to as the "Association", is the recognized employee organization for the classifications listed in Appendix A, certified pursuant to the letter from the City Manager dated January 11, 1995.

**1.2 City Recognition**

The Municipal Employee Relations officer of the City of Alameda or any person or organization duly authorized by the Municipal Employee Relations officer, is the representative of City of Alameda, hereinafter referred to as the "City" in employer-employee relations, as provided in Resolution No. 7476 adopted by the City Council on May 21, 1969.

**Section 2. Association Security**

**2.1 Dues Deduction**

Payroll deductions for membership dues shall be granted by the City only to the Association.

The following procedures shall be observed in the withholding of employee earnings:

- (1) Payroll deductions shall be for a specific amount as described Alameda Fire Management Employees' Bylaws of the Association and shall not include fines, fees and/or assessments. Dues deduction shall be made only upon the employee is written authorization on a payroll deduction form provided by the City. Authorization, cancellation or modification of payroll deduction shall be made upon forms provided or approved by the City Manager. The voluntary payroll deduction authorization shall remain in effect until employment with the City is terminated or until canceled or modified by the employee. Employees

may authorize dues deductions only for the Association certified as the recognized representative of the unit to which such employees are assigned.

- (2) Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Association as the person authorized to receive such funds at the address specified.
- (3) The employee's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the employee had been in a pay status during that period. In the case of an employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other required deductions have priority over the Association dues deduction.
- (4) The Association shall file with the City Manager an indemnity statement wherein the Association shall indemnify, defend and hold the City harmless against any claim made and against any suit initiated against the City on account of check off of Association dues or premiums for benefits. In addition, the Association shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

Monies withheld by the City shall be transmitted to the Treasurer of the Association at the address specified. The Association shall indemnify, defend, and hold the City harmless against any claims made, and against any suit instituted against the City on account of checkoff of employee organization dues or service fees. In addition, the Association shall refund to the City any amount paid to it in error upon presentation of supporting evidence.

## **2.2 Employee Rights**

Subject to the provisions of this Memorandum of Understanding, and applicable law, all employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of Employer employee relations involving wages, hours and other terms and conditions of employment. Employees of the City also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in the employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Association because of their exercise of these rights.

## **Section 3. Association Representatives**

City employees who are official representatives of the Association shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation or grievances are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Such employee representatives shall submit a written request for excused

absence to their respective department heads, with an information copy to the Human Resources Director, at least two (2) working days prior to the scheduled meeting whenever possible. Except by mutual agreement, the number of employees excused for such purposes shall not exceed three (3).

#### **Section 4. Access to Work Locations**

Reasonable access to employee work locations shall be granted officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the City Manager. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of the Association, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours.

#### **Section 5. Use of City Facilities**

City employees or the Association or their representatives may, with the prior approval of the City Manager, be granted use of City facilities during non-work hours for meetings of City employees provided space is available. All such requests shall be in writing and shall state the purpose or purposes of the meeting. The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays and blackboards is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

#### **Section 6. Bulletin Boards**

The Association may use portions of City bulletin boards under the following conditions:

- (1) All materials must be dated and must identify the Association that published them.
- (2) Unless special arrangements are made, materials posted will be removed thirty-one (31) days after the publication date.
- (3) The City agrees to provide bulletin boards in reasonable locations and designate a reasonable portion thereof for Association use.
- (4) If the Association does not abide by these rules, it will forfeit its right to have materials posted on City bulletin boards.

#### **Section 7. Advance Notice**

Except in cases of emergency, reasonable advance written notice shall be given the Association of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council and



shall be given the opportunity to meet with such body prior to adoption. In cases of emergency when the City Council determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the Association, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.

The City agrees to post City job announcements on all bulletin boards at the earliest practical time.

## **Section 8. City Rights**

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work.

## **Section 9. No Discrimination**

There shall be no discrimination based on race, creed, color, national origin, sex, ancestry, marital status, pregnancy or sexual orientation against any employee or applicant for employment by the Association or by the City; and to the extent prohibited by applicable state and federal law, there shall be no discrimination because of age. There shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from meeting the minimum standards established. The City and the Association will not interfere with the rights of employees to join or refrain from joining the Union nor will they discriminate against any employee for legitimate Association activities.

## **Section 10. Hours of Work**

### **10.1 Work Schedule**

The workweek shall consist of forty (40) hours and the workday shall consist of eight (8) hours: Association members may have a work week of 56 hours when assigned to fire suppression corresponding to the following schedule.

X = 24 hour on-duty period

Y = 24 Hour off duty period

(XOXOXOOOO).

Suppression Division Chiefs shall report to work at 0730 Hours.

Office Chiefs have the option to work a four (4) 9.5 hour work schedule.

The Fire Chief may exchange employee hours for Suppression Chiefs up to twenty four (24) hours per quarter (non-cumulative) to facilitate the completion of projects providing there are no overtime costs.

With the approval of the Fire Chief, employees may also exchange hours (Trades).

This MOU recognizes that the time required by management employees to complete their duties is not limited by the length of the normal workweek and hours of service shall be determined by and subject to the direction of the Fire Chief after discussion with the impacted employee(s).

### **Reduced Work Week**

The parties acknowledge that for the duration of this MOU the work week in effect for Office Chiefs on November 30, 1993, will be continued.

## **10.2 Shift Relief**

Any employee of the bargaining group that works an extra duty as a suppression Duty Chief from an off-duty day, shall receive a cash stipend in the amount of \$1,000 for each full 24 hour shift worked.

At the discretion of the Fire Chief, members of the bargaining group shall be requested to fill suppression Duty Chief vacancies first before the other bargaining group is requested to work overtime within these AFMA positions.

No employee of the bargaining group shall be called to extra duty if this would result in overstaffing of the shift beyond the minimum staffing for that day unless there is no qualified on duty member of the other bargaining group available to act in the position.

## **Section 11. Management Incentive Pay, Acting Pay**

### **11.1 Management Incentive Pay**

All Alameda Fire Management Association Members are granted Management Incentive Pay equivalent to ten (10) standard work week days per fiscal year which is earned throughout the year over 26 pay periods. AFMA members will receive monetary compensation for Management Incentive Pay in 26 installments per year. The compensation shall be calculated using the member's hourly pay rate, as listed in the applicable City of Alameda Fire Department Salary List, multiplied by 80 (hours) and divided by 26 (paydays). If a salary adjustment occurs during a fiscal year the Management Incentive Pay benefit shall be re-calculated as of the effective date of the adjustment using the above formula. Management Incentive Pay shall be administered as per 2 C.C.R. 571 (a) (1). (See Appendix A)

### **11.2 Acting Pay/Y-Rate**

An employee who is assigned by the Fire Chief to perform a job in another classification during the temporary or permanent absence of an employee may be paid a Y-rate not less than five percent (5%) nor above the 5th step of the higher classification. The City Manager may approve a "Y" rate outside an existing classification if additional duties warrant.

## **Section 12. Salaries**

### **12.1 Rates of Pay**

The salary range for each classification shall be as set forth in Appendix A which is attached hereto and made a part thereof.

There will not be any salary increases during the term of this Memorandum of Understanding.

In the event the Fire Chief assigns a Suppression Division Chief to an office assignment for more than 30 days, the employee will receive a two (2%) percent salary differential while so assigned. (See Appendix A)

The salary differential that existed between the classifications on July 1, 1991 in the bargaining unit and the classifications supervised will be maintained during the term of this Memorandum of Understanding.

## **12.2 Starting Rate**

When circumstances warrant, the City Manager may approve an entrance salary which is more than the minimum salary. The City Manager's decision shall be final.

## **12.3 Step Increases**

No increase in salary shall be automatic merely upon completion of a specified period of service. All increases shall be based on merit as established by the record of the employee's performance and shall require recommendation of the Department Head.

If the City Manager at any time determines that it is in the City's 'interest, he may assign an employee to a higher rate within the salary, range fixed for the classification. The City Manager shall regulate the accelerated advancement through the salary range steps.

Subject to the provisions of this Section 12.3, an employee shall receive increases in salary according to the following plan:

Step 2 upon completion of twelve (12) months, service in Step 1 unless the City Manager disapproves.

Step 3 upon completion of twelve (12) months, service in Step 2 unless the City Manager disapproves.

Step 4 upon completion of twelve (12) months, service in step 3 unless the City Manager disapproves.

Step 5 upon completion of twelve (12) months, service in Step 4 unless the City Manager disapproves.

Raises to the 2nd, 3rd, 4th, 5th steps shall be automatic unless an unsatisfactory service rating report is made by the appointing authority.

## **12.4 Conversion Rate**

Any yearly, monthly, per diem, or hourly rate of pay may be converted into any equivalent rate of pay or to any other time basis when, in the judgment of the City Manager, such a conversion is advisable. In determining equivalent amounts on different time basis, the Finance Director, subject to the approval of the City Manager, shall provide tables or regulations for the calculation of payment for service of less than full time, and for use in converting monthly salaries to hourly rates, as well as for calculating hourly rates.

Where part-time service is on an irregular basis, the pay for such service shall be calculated according to procedures established by the Finance Director, subject to the approval of the City Manager.

#### **12.5 Deferred Compensation**

Deferred compensation is available to all members of the Association at their own expense.

#### **12.6 Part-time**

Permanent part-time employees (those who have reduced from full time Civil Service employment) will receive prorated benefits.

#### **12.7 Mutual Aid**

At such time as the City receives compensation for personnel services rendered by an AFMA employee under the State of California Governor's Office of Emergency Services (OES), the employee shall be paid by the City any compensation amounts above the City's costs for such services. City costs shall include but are not limited to the employee's regular compensation to include base salary and all other additional compensation, as already paid by the City, administrative/personnel surcharge as established by OES vehicle cost, and other costs such as commodities and travel. In order to receive OES Mutual Aid Pay, the employee must complete and submit to the Fire Chief an authorized Application for AFMA OES Mutual Aid Response Pay form.

### **Section 13. Health and Welfare**

#### **13.1 Medical**

The City has contracted with the Public Employees' Retirement System (PERS) for the purpose of providing medical insurance benefits for employees covered by this Memorandum of Understanding, eligible retired employees and eligible survivors of retired employees. Eligibility of retired employees and survivors of retired employees to participate in this program shall be in accordance with regulations promulgated by PERS and subject to the provisions of Section 4(a) and (b) of the Agreement of May 31, 1991 between the City and the "Members of the 1082 Pension System," transferring the 1082 pension system to PERS (See Section 14).

##### **Flexible Benefits Plan**

Two different structures for the medical component of the Flexible Benefits Plan will be provided to employees, based on their date of hire as outlined below.

Employees who were hired by the City of Alameda on or before February 16, 2010 and who are presently in Plan A, may choose to continue be covered under Plan A or elect Plan B as outlined below. Employees may choose to move to Plan B within the first 30 days after this MOU is adopted or at any time during open enrollment or due to a qualifying event. Once Plan B is chosen, the employee will not have the ability to move back into Plan A. All employees hired or promoted into the AFMA bargaining unit after February 16, 2010 shall be covered under Plan B, and are not eligible to elect Plan A.

##### **Plan A**

Under Plan A, the City will make the following contributions per month per eligible employee toward the Flexible Benefits Plan for health insurance. These amounts

include the PERS minimum employer contribution (MEC) as required by state law, regardless of the year or amount, if enrolled in PERS medical insurance.

<u>Coverage Level</u>	<u>October 2011 City Contribution</u>	<u>Available Cash Back*</u>
No coverage (0 party)	\$1,262.52	\$1,262.52
Employee only	\$1,367.52	\$ 834.96
Employee + 1	\$1,367.52	\$ 302.40
Employee + 2 or more dependents	\$1,367.52	\$ 0

\*The cash back amounts are based upon an employee enrolled in the Kaiser plan. If the employee chooses a more expensive plan, the cash back amount will be less.

Effective upon ratification (October 14, 2011 paycheck), the City's contribution shall increase by 85% of the increase to the Kaiser premiums based upon the coverage level for the employee + 2 or more dependents and is as reflected above. If an employee chooses to be covered by a higher cost medical plan, they will be responsible for paying the difference in the cost for that medical plan.

If an employee elects no medical coverage through the City and can document they have alternative medical coverage, they will be eligible for cash back at the "No coverage" rate. If an employee elects to have health coverage, the amount of cash back is determined based upon the City's Contribution less the cost of the medical plan chosen by the employee. Employees receiving cash back will continue to be eligible to receive it, based on the coverage they elect. The amount of cash back will not increase from current levels; however, the amount of cash back an employee receives may change as a result of a change in enrollment and/or coverage level. The cash back amounts will not be increased in the future as premiums rise.

### **Plan B**

Under Plan B, and effective upon ratification (October 14, 2011 paycheck), the City shall contribute up to the Kaiser or Blue Shield Bay Area rates per month per eligible employee for health insurance based upon elected coverage. There shall be no cash back to employees of any excess dollars should the employee elect a plan that is less than the Kaiser or Blue Shield Bay Area plans. Employees who elect not to enroll in one of the City's health plans shall receive \$230 per month.

The current maximum contribution rates are as follows and are based upon the Blue Shield Bay Area rates:

	<u>January 1, 2011 Blue Shield Rates</u>
None	\$ 230.00
Single Party	\$ 675.51
Two-Party	\$1,351.02
Family	\$1,756.33

Should the employee elect a more expensive plan, the balance of the cost incurred to provide medical care benefits for the employee and eligible dependents shall be paid

by the employee. The City shall make a payroll deduction from the employee's pay to cover the difference in cost.

Under either plan, each employee shall be responsible for providing immediate written notification to the Human Resources Department of any change to the number of his/her dependents which affects the amount of the City payment to the Flexible Benefits Account. An employee, who by reason of failing to report a change in dependents, receives a City payment greater than the amount to which he/she is entitled shall be liable for refunding the excess amounts received via a reduction in the amount paid to his/her Flexible Benefits Account. Changes to flexible benefit payments required because of a change in an employee's number of dependents shall take effect at the start of the first pay period in the month next following the month in which advice from the employee is received by the Human Resources Department. No retroactive increases to the City's payments shall be allowed.

### **13.2 Dental Insurance**

The City shall provide dental insurance coverage for full-time employees and their eligible dependents as in effect on the date the Memorandum of Understanding is ratified by the parties. This coverage will be mandatory for all employees. Any increase in premium shall cause a like increase in the flexible benefit account.

The dental plan is a \$2500.00/\$2500.00 benefit plan per employee and eligible dependent for annual dental care and lifetime orthodontic care.

### **13.3 Life Insurance**

The City shall provide each employee with a \$100,000 life insurance program. This coverage will be mandatory for all employees.

The City shall provide each employee with the opportunity to purchase, at their own cost, additional optional life insurance up to the maximum amount provided by and subject to the conditions of the carrier.

### **13.4 IRC Section 125**

At such time as the City institutes the Flexible Benefits Plan, the City agrees to implement an IRC Section 125 plan to redirect the employees, pre-selected amount of salary to pay employee paid insurance premiums and other approved expenses with "pre-tax" instead of "after tax" dollars.

### **13.5 Employee Assistance Program**

The City shall continue to provide for all employees an employee assistance program. The cost of such program shall continue to be paid by the City only during the term of this Memorandum of Understanding.

## **Section 14. Retirement Plan**

Except as modified below under Section 14.1 and Section 14.3, the parties agree to be bound by the Agreement transferring 1082 Pension System Members to PERS entered into on May 31, 1990, and executed by the City Manager which states:

“This Agreement, entered into this 31<sup>st</sup> day of May, 1990, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter “City”) and the members (hereinafter “Members”) of the 1082 Pension System (hereinafter “1082 Plan”), is made with reference to the following:

RECITALS:

- A. The City of Alameda created by Ordinance the 1082 Plan which provides pension benefits for its Members.
- B. City and Members desire to transfer membership in the 1082 Plan to the State of California's Public Employees' Pension System (hereinafter "PERS").

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

- 1) As soon as practicable all current retirees and all current active and future employees covered by the 1082 Plan will be transferred to the PERS Safety 2% at 50 full formula as provided in Section 21252.01 of the Government Code of the State of California, including the following optional benefits:
  - a) Section 20024.2 (One Year Highest Compensation)
  - b) Section 20835.1 (Limit Prior Services to Members Employed on Contract Date)
  - c) Section 21361.5 (Local System Service Credit)
  - d) Section 20862.8 (Credit for Unused Sick Leave) and (non-restricted accrual of sick leave)
  - e) Section 21263 and 21263.1 (Post-Retirement Survivor Allowance)
  - f) Section 21266 (Post-Retirement Survivor Allowance to Continue After Remarriage)
  - g) Section 21382.4 (Third level of 1959 Survivor Benefits). Employer will pay employer contribution.
- 2) Upon the City transferring the 1082 Plan to PERS, the IRS will be requested to review the tax consequences of the following language: "Any Election to convert the City paid employee contribution will be revoked in the event the employee returns to duty status."
- 3) Upon the City transferring the 1982 Plan to PERS, the following language will apply to all safety employees of the City:

"Sec 3 deleted circa July 1994"

Employees who are members of the Public Employees' Retirement System (PERS) may participate in a PERS "Pick-Up Program". Said Program operates under the provisions contained in Section 414(h)(2) of the Internal Revenue Code concerning the tax treatment of employee retirement contributions to PERS paid by the City of Alameda on behalf of said employee.

The City shall contribute to PERS each pay period a portion of the employee contribution rate as established by law equal to nine percent (9%) of the employee's "compensation" as that term is administered by the Board of Administration of PERS.

Contributions made pursuant to this section shall be reported to PERS as "employee contributions being made by the contracting agency." The City will not treat these contributions as compensation subject to income tax withholding unless the Internal Revenue Service or Franchise Tax Board determines that such contributions are taxable income subject to withholding.

Each employee is solely and personally responsible for any federal, state or local tax liability of the employee that may arise out of the implementation of this section or any

penalty that may be imposed therefor.

Except as set forth in the following paragraphs the aforesaid contribution shall be considered solely for the purpose set forth herein and shall not be considered for any other purpose including, but not limited to, being considered as part of any employee's salary for the purpose of computing straight-time earnings, compensation for paid leaves, compensation for overtime worked, compensation benefits and the City's contribution to PERS.

Any employee who has attained the age of forty-five (45) may elect to convert the said City-paid employee contribution to PERS to a salary increase of the same amount. Such election shall be irrevocable, must be made in writing and received by the Personnel Director, and shall become effective on the first of the month following the date of election. In the event of such election the employee will thereafter be required to make the total amount of his or her contribution rate established by law.

In the event an illness or injury occurs which may cause an employee's retirement, that employee may immediately convert the nine percent (9%) City-paid employee contribution to the retirement fund to a nine percent (9%) salary increase, in which event the employee will be required to pay the total amount, nine percent (9%), of the employee contribution which had been paid by the City to the retirement fund.

The City shall afford the employee, at the employee's option, the ability to pay the nine percent (9%) City-paid employee contribution to the retirement fund retroactive twelve (12) months prior to an illness or injury which may cause an employee's retirement.

Any election to convert the City paid employee contribution will be revoked in the event the employee returns to duty status.

- 4) Upon the City transferring the 1082 Plan to PERS, the following language will apply to all 1082 safety employees and retirees who retired under 1082 who elect to transfer to PERS and current safety employees:

a) Medical Insurance

For 1082 retirees and future Public Safety retirees who are currently members of one of the City sponsored health plans, the City shall contribute the health plan costs, at the one party or two-party rate as the case may be, for that plan until the retired employee is eligible for Medicare coverage. If and when the retiree becomes eligible for Medicare coverage, Part A and Part B, then the City shall provide the retiree a Medicare supplementary program as provided for in Government Code Sections 22819 and 22859. In place of the above described rates, the City will pay the full cost of such Medicare Supplement Program. Any of the above mentioned retirees who currently are not enrolled in a City sponsored health plan may elect to receive a monthly contribution by the City, equal to the average of the one-party or two-party rates, whichever is appropriate, paid by the City, to a qualified health care plan (on record with the City) for the purpose of purchasing health care. Retired employee dependent eligibility for City health plan contribution is conditional upon the active enrollment of the retired employee.

For an employee of the City, who was married at the time of retirement and who dies during retirement, the surviving unmarried spouse of the retiree will have his or her medical insurance paid by the City at the single party rate.

If a retired employee remarries, the retiree may add the retiree's spouse to the medical insurance coverage at the retiree's expense.

b) Dental



1082 retirees and future Public Safety retirees may elect to receive a monthly contribution by the City, equal to the one party or two party rate, as the case may be, paid by the City, to a qualified dental care plan (on record with the City) for the purpose of purchasing dental care. For an employee of the City, who was married at the time of retirement and who dies during retirement, the surviving unmarried spouse of the retiree will have his or her dental insurance costs paid by the City at the single party rate. Should the City provide a dental benefit plan covering retired employees at a later date, the City shall provide the retiree and the surviving spouse the option of joining said plan at City cost at the appropriate rate. If a retired employee remarries, the retiree may add the retiree's spouse to the dental insurance coverage at the retiree's expense.

- 5) Any monies left in the 1082 Fund after the necessary funds have been transferred to PERS will be administered by the 1082 Pension Board to fund Health & Welfare (e.g. medical and dental) benefits for eligible retirees and dependants formerly members of the 1082 Pension System. Any other use of these monies would be a subject of negotiation with the Alameda Police Association and IAFF Local 689 representatives and would require their concurrence.
- 6) An individual Member who is retired from the City of Alameda under 1082 may make an irrevocable election to remain in the 1982 Plan. The existing benefits of the individual Member of the 1082 Plan at the time of election shall remain in full force and effect, without additions or deletions. Such election shall be made in writing to the City's Personnel Director and be made within 15 days from the date of the receipt of the Notice of Election.
- 7) This Agreement shall be effective upon ratification of all PERS transfer/contract amendment requirements. Non-restricted accrual of sick leave for purposes of Optional Benefit Section 20862.8 shall be effective as of January 1, 1990."

#### **14.1 Employee Contributions**

- (1) Effective July 1, 1994 the City ceased to "pick up" the employee's normal contribution of 9% to PERS previously made by the City under Govt. Code Sec. 20615 and as required by the 1082 Agreement. The parties hereby agree that the City's obligation to make any such payments to PERS on the employee's behalf, under the MOU and the 1082 Agreement, on or after July 1, 1994 is hereby waived by the Association, and the parties agree and confirm that the City's obligation therein ceased as of that date.
- (2) Effective July, 1994 the individual employees did, and shall continue to, make their own normal employee contributions to PERS, in the amount of 9%, and they shall have the option, to have those payments tax deferred under IRS Policy and Rule 414(h)(2) unless the IRS of Franchise Tax Board indicates that such contributions are taxable income subject to withholding.
- (3) Therefore, to implement and execute these understandings and agreements, the parties hereby mutually agree to delete Section 3 of the Agreement reflected above.

The CalPERS 3% @ 50 retirement plan was implemented subject to CalPERS rules and conditions on May 5, 2002.

The City shall continue to provide retirement benefits in accordance with the existing contract with PERS to provide for the 3% @ 50 retirement formula as set forth in Section 21362.2 of the California Government Code effective July 1, 2011. The City has implemented the provision of Section 414(h)(2) Internal Revenue Code by making employee contributions pursuant to California Government Code Section 20691 to

PERS on behalf of all its employees in this recognized group or class of employment. "Employee contributions" shall mean those contributions to PERS which are deducted from the salary of employees and are credited to individual employee's accounts pursuant to California Government Code Section 20691.

The City shall contract with PERS for Variable Rate Cost Sharing of up to the Permanent Cost Share of 5.057% under Government Code Section 20516(a), based on the optional benefits established in the Safety Plan of the City's contract with PERS for the 3% @ 50 and One-Year Final Compensation Optional Benefits. Effective the first day of the next full pay period following the effective date of the PERS contract amendment through June 29, 2013, in addition to the current 9% employee contribution, employees covered by this Compensation Plan shall contribute an additional 2% of the employee's PERSable earnings towards the employer retirement contribution. This 11% contribution shall be in accordance with Section 414(h)(2) of the Internal Revenue Code whereby employee contributions shall be tax deferred and not subject to taxation until the time of constructive receipt.

#### **14.2 Federal Firefighter Service**

The City shall amend its contract with PERS under Optional Benefits #21024.5 - Public Service Credit for Permanent Career Civilian Federal Firefighter or Permanent Career State Firefighter Service.

#### **14.3 Retiree Health Benefit**

##### **(a) Employees Hired On or Before June 7, 2011:**

To be eligible for the retiree health benefits, employees hired on or before June 7, 2011 must have been employed with the City of Alameda for no less than five (5) years and must retire from the City of Alameda within 120 days of separation. Upon retirement with at least (5) five years of service, the City shall contribute up to the two-party rate for either the Kaiser or Blue Shield Bay Area plans (whichever plan is chosen by the employee). Should an employee elect a plan other than Kaiser or Blue Shield, the maximum contribution by the City shall be an amount not to exceed the higher of the Kaiser or Blue Shield Bay Area rates and shall not exceed the cost of the elected plan. When the employee becomes eligible for Medicare, the Medicare supplement rates for Kaiser or Blue Shield will apply.

##### **(b) Employees Hired After June 7, 2011:**

To be eligible for the retiree health benefits, employees hired after June 7, 2011 must have been employed by the City of Alameda for no less than ten years and must retire from the City of Alameda within 120 days of separation. Upon retirement with at least ten years of service, the City shall contribute up to the single-party rate for either the Kaiser or Blue Shield Bay Area plans (whichever plan is chosen by the employee). Should an employee elect a plan other than Kaiser or Blue Shield, the maximum contribution by the City shall be an amount not to exceed the higher of the Kaiser or Blue Shield Bay Area rates and shall not exceed the cost of the elected plan. When the employee becomes eligible for Medicare, the Medicare supplement rates for Kaiser or Blue Shield will apply. At the time of retirement, the employee shall be allowed to contribute any unused vacation leave, unused compensatory leave and up to 50% of unused sick leave, into a 401(a)(h) plan subject to the IRS limitations.

Should either the Kaiser or Blue Shield plans no longer be offered, the parties shall

meet and confer on a substitute provider.

### **Section 15. Uniform Allowance**

The annual uniform allowance for replacement and maintenance of uniforms, (including pants and shoes) shall be paid on a pay period basis. The annual uniform allowance of \$870 shall be increased each year by forty dollars (\$40.00) as follows:

Pay period beginning December 19, 2010 - \$910 annually

Pay period beginning December 18, 2011 - \$950 annually

Pay period beginning December 16, 2012 - \$990 annually

### **Section 16. Holidays**

All employees in this Bargaining Unit will be paid additional compensation for holidays at the rate of 1/20.004 of their regular salaries. (See Appendix A)

For the purpose of this paragraph, the thirteen (13) holidays are New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving, the Day after Thanksgiving Day, Christmas Day, and two (2) Floating Holidays each calendar year, to be scheduled by mutual agreement between the employee and the Department Head or designated representative. The employees may take the two (2) floating holidays only after completion of twelve (12) months service with the City.

### **Section 17. Vacation**

#### **17.1 Vacation Scheduling**

Vacation selection shall be made in order of decreasing departmental seniority.

The vacation selection process shall be commenced no later than September 15 and completed no later than December 15 for the succeeding calendar year.

#### **17.2 Vacation Benefits**

Every employee who on the most recent anniversary date of his or her employment shall have been in the service of the City for a period of one (1) year or more and shall have been in a pay status a minimum of 1800 straight time hours (forty (40) hour workweek) or 2500 straight-time hours (fifty six (56) hour workweek) within the twelve (12) month period immediately preceding such anniversary date, shall be entitled to a vacation as follows:

##### **Forty (40) Hour Workweek Employees**

Ten (10) working days' vacation with pay if he or she shall have been in the service of the City for a period of one (1) year or more but less than five (5) years prior to such anniversary date.

Fifteen (15) working days' vacation with pay if he or she shall have been in the service of the City for a period of five (5) years or more but less than six (6) years prior to such anniversary date.

Sixteen (16) working days' vacation with pay if he or she shall have been in the service

of the City for a period of six (6) years or more but less than eight (8) years prior to such anniversary.

Seventeen (17) working days' vacation with pay if he or she shall have been in the service of the City for a period of eight (8) years or more but less than ten (10) years prior to such anniversary.

Eighteen (18) working days' vacation with pay if he or she shall have been in the service of the City for a period of ten (10) years but less than twelve (12) years prior to such anniversary date.

Nineteen (19) working days' vacation with pay if he or she shall have been in the service of the City for a period of twelve (12) years but less than fourteen (14) years prior to such anniversary date.

Twenty (20) working day's vacation with pay if he or she shall have been in the service of the city for a period of fourteen (14) years but less than fifteen (15) years prior to such anniversary date.

Twenty-one (21) working day's vacation with pay if he or she shall have been in the service of the city for a period of fifteen(15) years but less than sixteen (16) years prior to such anniversary date.

Twenty-two (22) working days' vacation with pay if he or she shall have been in the service of the City for a period of sixteen (16) years but less than seventeen (17) years prior to such anniversary date.

Twenty-four (24) working days' vacation with pay if he or she shall have been in the service of the City for a period of seventeen (17) years or more but less than eighteen (18)) years prior to such anniversary date.

Twenty-six (26) working days' vacation with pay if he or she shall have been in the service of the City for a period of eighteen (18) years or more but less than twenty (20) years prior to such anniversary date.

Twenty-eight (28) working days' vacation with pay if he or she shall have been in the service of the City for a period of twenty (20) years or more but less than twenty three (23) years prior to such anniversary date.

Thirty (30) working days' vacation with pay if he or she shall have been in the service of the City for a period of twenty three(23) years or more prior to such anniversary date.

Fifty-six (56) Hour Workweek Employees

Six (6) shifts of vacation with pay if he or she shall have been in the service of the City for a period of one (1) year or more but less than five (5) years prior to such anniversary date.

Nine (9) shifts of vacation with pay if he or she shall have been in the service of the City for a period of five (5) years or more but less than fifteen (15) years prior to such anniversary date.

Twelve (12) shifts of vacation with pay if he or she shall have been in the service of the

City for a period of fifteen (15) years but less than twenty (20) years prior to such anniversary date.

Thirteen (13) shifts of vacation with pay if he or she shall have been in the service of the City for a period of twenty (20) years but less than twenty three (23) years prior to such anniversary date.

Fourteen (14) shifts of vacation with pay if he or she shall have been in the service of the City for a period of twenty three (23) years or more.

### **17.3 Vacation Accumulation**

Effective January 1, 2010, the City will convert its vacation accumulation system to a per pay period based accrual system. Upon ratification and adoption of this agreement, the City will retroactively credit all current employees with the value of the vacation they would have been receiving on a per pay period basis from January 1, 2010 to present. The prior annual accrual system will be discontinued and in subsequent years vacation will be on a per pay period basis only.

Employees may accumulate no more than eighty (80) hours for non-suppression assignments or one hundred forty-four (144) hours for suppression assignments, as the case may be, of vacation in addition to the employee's regular, annual vacation accrual entitlement, at any one time. In the event this maximum accumulation level is reached, the employee will temporarily stop accruing vacation until he/she uses vacation time and their accumulation level is again below the maximum level. An employee may submit in writing a request to accumulate vacation in excess of the maximum set forth above. Such excess accumulation may be approved, at the sole discretion of the City Manager, on a case by case basis. Except as so limited, earned vacation not used may be accrued and carried over from year to year without limitation.

During calendar years 2010 and 2011 employees will be allowed to accumulate two (2) times their annual entitlement, plus eighty (80) hours for non-suppression employees and one hundred forty-four (144) hours for suppression employees. This provision for additional accumulation will end on December 31, 2011, and this paragraph will become inapplicable. Thereafter, the maximum will return to eighty (80) hours of vacation for non-suppression employees and one hundred forty-four (144) hours for suppression employees, in addition to the employee's regular, annual vacation accrual entitlement, as provided for in the paragraph above.

### **17.4 Vacation Pay at Termination**

Employees who leave City employment after completing one (1) year of service with the City shall be paid for all of the vacation leave credited to their account at the time of such termination of employment plus a pro rata share of the vacation the employee would have earned for the current year.

### **17.5 Vacation Paycheck**

The City agrees to deposit an employee's paycheck in his or her bank account if authorized by such employee, and if such employee is out of town on vacation on a pay day. The deposit of an employee's paycheck while an employee is on vacation shall be in accordance with procedures developed by the City Finance Director.

### **17.6 Excess Accumulation**

The City and the AFMA agree to research and implement a plan that will allow employees who have accrued vacation balances in excess of the maximum established above as of 1/1/10, to transfer the value of such excess vacation into a supplemental vacation account and subsequently into a tax-deferred savings plan. The parties' objective is to have such a tax-deferred plan in place by March 31, 2010. The cost of establishing and maintaining such a plan shall be borne by plan participants.

All employees will have the amount of their existing unused vacation balances (as of 12/31/2009) transferred into their supplemental vacation account, as well as their 2010 vacation accrual deposit. Subsequently, vacation earned on a pay period basis will be credited toward the employee's regular, active vacation balance. Employees will be allowed to transfer vacation time from their supplemental vacation account into their regular, active vacation balance, if necessary, in order to schedule vacation time off.

## **Section 18. Sick Leave**

### **18.1 Benefits**

Effective July 2, 1981 regular and probationary employees shall accrue sick leave at the rate of one (1) working day per month, provided they have been in a pay status one hundred sixty (160) straight-time hours that month for forty (40) hour workweek employees and two hundred twenty-four (224) straight-time hours for fifty-six (56) hour workweek employees. Sick leave usage shall not be considered as a privilege which an employee may use at his or her discretion, but shall be allowed only in case of necessity of actual sickness or disability.

A working day is eight (8) hours for employees who work a forty (40) hour workweek and twelve (12) hours for employees who are assigned to a fifty six (56) hour workweek.

Records of sick leave usage shall be kept on the basis of hours used.

In no event shall sick leave be converted into a cash bonus. Sick leave may not be used before it is earned or during any other City compensation time off provision except as provided for in G.O.B. 2-23.

### **18.2 Notification Requirement**

In order to receive compensation when absent on sick leave, the employee shall notify his or her immediate supervisor one (1) hour prior to the scheduled time for beginning his or her work duties of his or her impending absence.

### **18.3 Doctor's Certificate or Other Proof**

A personal affidavit may be required for any period of absence for which sick leave is claimed; however, when absence is for three (3) consecutive days, at the discretion of the employee's supervisor the employee may be required to file a physician's certificate with the Department Head stating the cause of the absence and certifying that such employee is not able to perform the duties of the employee's employment; and provided, further that, when absence is for more than five (5) consecutive workdays, the employee shall file a physician's certificate with the Department Head stating the cause of the absence and certifying that such employee is not able to perform the

duties of the employee's employment.

**18.4 Illness in the Immediate Family**

Family illness leave shall be provided in accordance with applicable state law. Domestic partners shall be considered family members under this section.

**18.5 Sick Leave During Probationary Period**

No sick leave shall be granted during the original six (6) months of employment with the City. However, when an employee has been employed by the City for six (6) months, sick leave accumulation with pay shall be allowed for time worked in the probationary status, provided the one hundred sixty (160) straight-time hours or one hundred fifty (150) straight-time hours, as the case may be, per month work requirement has been met.

**18.6 Medical and/or Dental Appointment Leave**

During the term of the Memorandum of Understanding the Fire Department will allow employees time off without loss of pay for medical and/or dental appointments, when such appointments cannot be scheduled on the employee's day off without undue delay or for other good cause.

The employee will be required to have the doctor or dentist attest to the fact that the appointment could not have been made on the employee's day off. The employee will have his/her doctor or dentist sign a form (see sample below) provided by the Fire Chief. The form will be picked up by the employee prior to the appointment and returned by the employee upon returning to work.

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**SAMPLE  
MEDICAL APPOINTMENT VERIFICATION**

This form is to be completed and submitted with the ADVANCED NOTIFICATION OF ABSENCE FORM.

This is to verify that the appointment for \_\_\_\_\_  
(name of employee)

on \_\_\_\_\_ at \_\_\_\_\_ is being made on  
(date) (location)

a date that your employee is scheduled to work. I have reviewed the employee's Fire Department shift schedule and no appointment was available on your employee's regular day off without undue Delay or for other good cause.

Medical Authority

\_\_\_\_\_  
(Name and Title)

## **Section 19. Leaves of Absence**

### **19.1 Leave Without Pay**

The City Manager may grant regular employees a leave of absence without pay. No leave shall be granted except upon written request of the employee. Such requests shall be submitted to the City Manager. Such leave shall normally be granted to permit the employee to engage in activities that will increase his or her value to the City upon return, or because of sickness, injury or personal hardship. Employees may not be granted a leave of absence until all accrued vacation is taken. Failure on the part of an employee on leave to report promptly at its expiration shall result in dismissal of the employee. Vacation and sick leave credits shall not accrue to an employee on leave of absence. The decision of the City Manager on granting or refusing to grant a leave of absence or extension thereof shall be final and conclusive and shall not be subject to the grievance procedure of this Memorandum of Understanding.

### **19.2 Jury Duty**

An employee summoned to jury duty shall inform his or her supervisor and, if required to serve, may be absent from duty with full pay only for those hours required to serve.

### **19.3 Military Leaves of Absence**

The provisions of the Military and Veterans Code of the State of California shall govern military leave of City employees.

### **19.4 Maternity Leave/Family Leave**

Maternity Leave shall be subject to applicable federal and state laws.

#### **Family Medical Leave**

Family Medical Leave shall be subject to applicable federal and state laws.

### **19.5 Industrial Disability Leave**

Employees who suffer any disability arising out of and in the course of their employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled to disability leave while so disabled for the period of such disability to a maximum of one (1) year or retirement, whichever occurs first. Compensation benefits shall be determined and paid in accordance with the Workers' Compensation Laws of the State of California. Integration of sick leave with Workers' Compensation is to be automatic; the City may not waive integration, and any employee entitled to Workers' Compensation must apply, therefore, before sick leave benefits are payable.

The City reserves the right to withhold payment of any disability benefits until such time it is determined whether or not the illness or injury is covered by Workers' Compensation.

### **19.6 Funeral Leave**

In the event of a death in the immediate family of an employee who has one (1) or more years of uninterrupted service with the City, the employee shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed three (3) days [five (5) for the purposes of spouse, parent or child], regularly scheduled days for Office Chiefs and three (3) regularly scheduled working shifts for suppression Division Chiefs. This provision does not apply if the death occurs while the employee is on leave of absence, layoff, or sick



leave.

For the purpose of this provision, the immediate family shall be restricted to father, mother, brother, sister, spouse, domestic partner, child, mother-in-law, father-in-law, grandparents, grandchildren, step-parents or stepchildren where there is a child-rearing relationship. At the request of the City, the employee will furnish a death certificate and proof of relationship.

Funeral leave applies only in instances in which the employee attends the funeral, or is required to make funeral arrangements, but is not applicable for other purposes such as settling the estate of the deceased.

## **Section 20. Probationary Period**

All original and promotional appointments shall be subject to a probationary period. The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing the employee's work for securing the most effective adjustment of a new employee to his position and for rejecting any probationary employee, whose performance does not meet the required standards of work.

The probationary period for employees is twelve (12) months.

During the probationary period, an employee may be rejected at any time by the City Manager without cause and without the right to appeal.

Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which he or she was promoted, unless he or she is discharged.

## **Section 21. Layoff and Re-employment -- Furloughs**

Seniority is defined as the length of continuous paid employment and leave with pay status with the City calculated from the date of original hire, including the probationary period, as a full-time employee. Time spent in a leave without pay status shall be excluded.

In reduction of forces, the last employee hired in each classification shall be the first employee laid off, and in rehiring, the last employee laid off shall be the first employee rehired until the list of former employees is exhausted; provided that the employee retained or rehired is capable of performing the work required.

Employees who are laid off or who elect to demote or transfer in lieu of a layoff, shall have re-employment rights to the position previously held. The City shall maintain a preferred list with the names of the employees laid off in inverse order of layoff. Future vacancies in those affected positions shall first be filled from the preferred list in inverse order of layoff.

Services with the City shall be terminated by:

- (1) Discharge, retirement, resignation or any termination of employee status;

- (2) Failure to return to work within seven (7) calendar days when recalled from layoff;
- (3) Failure to return to work upon expiration of an authorized leave of absence;
- (4) Leave without pay status for a continuous period of twenty-four (24) months or more;
- (5) Layoff status for a continuous period of twenty-four (24) months or more.

When a layoff becomes necessary, the Personnel Department will provide layoff instructions to the affected departments with a copy to the Association.

Before any permanent full-time employee is laid off all other categories of employees in the affected classifications will be separated.

An employee subject to layoff will be allowed, in lieu of a layoff, to:

- (1) Demote to a lower paying classification previously held by the employee in the City;
- (2) Transfer to the same classification in another department.

An employee who has re-employment rights, shall have the same right to compete for promotion that he/she would have had if he/she had not been laid off.

An employee who is laid off shall not accrue or be eligible for any benefits, including, but not limited to, vacation, sick leave, holidays, medical, dental, LTD, life insurance, retirement contributions and uniforms. Any employee re-employed after a layoff shall retain all vacation and sick leave accruals that the employee did not receive compensation for at the time of layoff.

If the City decides to subcontract work and such work would result in the layoff of a full-time employee, the City will notify the Association within thirty (30) days in advance of such action, and upon written request, will meet and discuss the matter prior to subcontracting the work.

## **Section 22. Discharge**

### **22.1 Right of Discharge**

The City shall have the right to discharge any employee for dishonesty, insubordination, drunkenness, incompetence, willful negligence, failure to perform work as required or to observe the City's safety and house rules and regulations which must be conspicuously posted and not in derogation of the Memorandum of Understanding, or for engaging in strikes, individual or group slowdowns or work stoppages, or refusal to accept overtime, or for violating or ordering the violation of the Memorandum of Understanding.

### **22.2 Appeals**

If a permanent employee feels he/she has been unjustly discharged, he or she shall have the right to appeal his or her case through the appropriate procedure (Section

24.5). Such appeal must be filed with the City Manager or the Civil Service Board by the Association in writing within seven (7) calendar days from the date of discharge and unless so filed the right of appeal is lost.

Any discharged employee shall be furnished the reason for his or her discharge in writing.

### **Section 23. Personnel Files**

An employee or his or her representative, on presentation of written authorization from the employee, shall have access to the employee's personnel file on request. The City shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file. The employee may be required to acknowledge the receipt of any document entered into his personnel file without prejudice to subsequent arguments concerning the contents of such documents.

### **Section 24. Grievance Procedure**

A grievance shall be defined as any dispute arising during the term of the Memorandum of Understanding which involves the interpretation or application of any provision of this Memorandum of Understanding during its term, excluding all ordinances, resolutions, rules and regulations, the subject of which is not specifically covered by the provisions of this Memorandum. Such excluded ordinances, resolutions, rules and regulations shall not be subject to the Grievance Procedure.

#### **24.1 Initial Discussions**

Any employee who believes that he or she has a grievance may discuss his or her complaint with the top management official in the department in which he or she works, or with such subordinate management official as the department head may designate. If the issue is not resolved within the department, or if the employee elects to submit his or her grievance directly to an official of the employee organization which is formally recognized as the representative of the classification to which he or she is assigned, the procedures hereafter specified may be invoked.

#### **24.2 Referral to City Manager**

Any employee or any official of the employee organization which has been formally recognized by the City and which has jurisdiction over any position directly affected by the grievance may notify the City Manager in writing that a grievance exists, and in such notification, state the particulars of the grievance and, if possible, the nature of the determination which is desired. No grievance may be processed under subsection 24.3 below which has not first been filed and investigated in pursuance of this subsection 24.2. A grievance which remains unresolved thirty (30) calendar days after it has been submitted in writing may be referred to the Adjustment Board.

#### **24.3 Adjustment Board**

In the event the Association and the City are unable to reach a mutually satisfactory accord on any grievance (as the term "grievance" is herein above defined) which arises and is presented during the term of the Memorandum of Understanding, such grievance shall be submitted to an Adjustment Board comprised of three (3) employee representatives, and three (3) representatives of the City. The Association shall be an

indispensable party to any grievance which is submitted to the Adjustment Board. Any party desiring an official transcript of the Adjustment Board hearing shall bear the cost of same.

If an Adjustment Board is unable to arrive at a majority decision, either the grievant, the Association or the City may request that the grievance be referred to the City Manager, or arbitration.

No Adjustment Board or Arbitrator shall entertain, hear, decide or make recommendations on any dispute involving a position over which a recognized employee organization has jurisdiction unless such dispute falls within the definition of a grievance as herein above set forth in paragraph (1) of this Section.

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary thereto shall not be grievable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred for grievance under this Section; and no Adjustment Board or Arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

No changes in the Memorandum of Understanding or interpretations thereof will be recognized unless agreed to by the City Manager and the Association.

#### **24.4 City Manager and Arbitration**

If the grievance is not resolved at the previous step, the grievant, the Association, or the City may, after completion of the previous step in the grievance procedure, submit the grievance directly to the City Manager or may request arbitration. If arbitration is requested, representatives of the City and of the Association shall meet promptly to select a mutually acceptable arbitrator. A hearing before the arbitrator shall be held as soon as practical and the arbitrator shall render a decision which shall be advisory to the City Manager. If the City Manager declines to follow the arbitrator's decision, he shall state his reason for doing so in writing. The cost of arbitration shall be borne equally by the City and the Association.

#### **24.5 Matters excluded from the Grievance Procedure of the Memorandum of Understanding**

Employee disciplinary matters in those cases where the matter concerns any rule or policy or administrative procedure of the City contained in the City Charter, the Civil Service Ordinance, or the Civil Service Rules and Regulations which are adopted pursuant to the City Charter, which provisions pertain to discharge, discipline, and examination and promotion procedures, the appeal procedures contained therein shall be utilized.

#### **24.6 Disciplinary Action**

No grievance involving the discipline of an employee will be entertained unless it is filed in writing by the Association with the City Manager or Civil Service Board within seven (7) calendar days from the date of the notification of the action. A copy of the notification shall be sent to the Association.

#### **24.7 Pay Claims**

All complaints involving or concerning payment of compensation shall be filed in writing and no adjustments shall be retroactive for more than sixty (60) days from the date of filing.

### **Section 25. Outside Employment**

No full-time employee shall engage in employment that constitutes a conflict of interest for the employee or the City. No employee shall engage in outside employment during his/her regular working hours. No uniform, emblem, badge or other employee identification shall be worn by any person while in the employment of someone other than the City. All requests by the employee for permission to engage in outside employment shall be made on a form provided by the City. No employee shall accept or continue employment other than occasional work from other than the City of Alameda without the approval of the City Manager, which may be withheld only if such employment constitutes a conflict of interest for the employee or the city or which would interfere with the employee's ability to perform his or her City job.

### **Section 26. Miscellaneous**

#### **26.1 Bilingual Pay Policy**

In accordance with the City's Bilingual Pay Policy, the Human Resources Department will designate the language to which they pay will apply and assign employees accordingly. The Bilingual Pay differential is forty-two Dollars (\$42.00) per month.

#### **26.2 Drug Free Work Place**

The parties agree to the City's Drug Free Work Place Policy and Testing Procedure.

#### **26.3 Educational Incentive**

The City shall continue the Educational Incentive award program in existence January 11, 1995.

Effective July 1, 1995 the Educational Incentive Program listed below will be inapplicable for all employees hired after July 1, 1995.

#### **DEFINITION AND PURPOSE**

- a. An Education Advancement Program is established in the Alameda Fire Department to provide an incentive in the form of a separate, monetary award to qualified employees who participate in an approved and educational program to improve their individual knowledge, skill and effectiveness in the field of fire science, including the technologies of fire suppression and prevention.
- b. For the purposes of this program, a "qualified firefighter or qualified employee" shall be defined as a sworn member of the Fire Department, below the rank of Fire Chief, including the classifications of Division Chief, Captain, Apparatus Operator and Firefighter, who meet the requirements of the Education Advancement Program.
- c. An employee who qualified for a training incentive award will receive, during his period of eligibility, an award in the amount of:

1. \$60 per month for meeting the basic qualifications;
2. \$70 per month upon achievement of a Fire Science Certificate;
3. \$80 per month upon achievement of an AA Degree in Fire Science;
4. \$100 per month upon achievement of a bachelors degree in Fire Science or closely related field.

## **ELIGIBILITY**

- a. In order to initially qualify for the Education Advancement Program, a firefighter must meet all of the following requirements:
  1. Completion of the probationary period of at least eighteen (18) month full-time employment as a firefighter with the Alameda Fire Department.
  2. Receipt of a current rating of satisfactory performance as certified by the Education Advancement Program Review Board.
  3. Either: (a) Successful completion of a minimum of fifty (50) classroom hours of approved training during the immediately preceding twelve (12) month period; or (b) possession of an A.A. or higher degree from a recognized college or university in Fire Science or closely related field.
- b. A Firefighter may meet the education requirements of this program by completing fifty (50) classroom hours of approved training or of approved courses at an accredited public or private school, college or university.
- c. Three (3) semester units or four (4) quarter units of approved public or private school, college or university course work shall be equivalent to fifty (50) hours of classroom study.
- d. Initial qualification will be for a twelve (12) month period for Firefighters meeting the education requirements contained in Section II A-3 (a). Initial qualifications will be for a twenty-four (24) month period for Firefighters meeting the education requirements stated in Section II A-3 (b).
- e. To requalify for an Education Advancement Program, a Firefighter, without an A.A. or higher degree must meet education and performance requirements outlined in Paragraphs II A 2-3 (a) by July 1 each year. Requalification will be for a twelve (12) month period.
- f. A Firefighter with an A.A. or higher degree in Fire Science or closely related field shall requalify by meeting the education and performance requirements outlined in paragraphs II A 2-3 (a) by July 1 of his next twenty-four (24) month qualification period. Requalification will be for a twenty-four (24) month period.
- g. As an exception to paragraph F above, a Firefighter who has obtained a B.A. or higher degree in Fire Science or closely related field shall requalify by meeting

the performance requirements contained in paragraph II A-2 by July 1 each year.

- h. A Firefighter attending a public or private school, college or university will be required to complete the selected course of study with a passing grade, which shall be a mark of C or its equivalent or higher.
- i. A Firefighter attending training courses will be required to complete the course of study successfully.
- j. A Firefighter will not receive credit for an approved course more than once. Accordingly, routine refresher courses, such as First Aid will not be approved as meeting the education requirement of this program.
- k. A Firefighter may meet the education requirements of the program by teaching without compensation in a departmental or accredited Fire Science training school.
- l. A Firefighter who wishes to teach must submit in advance an acceptable outline of the material for approval by the Review Board.
- m. Up to three (3) hours credit may be given by the Board for each hour the Firefighter is engaged in teaching, depending upon the amount of preparation time required. Where the same outline or teaching material is used on successive occasions, credit will be given only for the time needed to complete the assignment.
- n. A Firefighter who reaches his second anniversary with the City, may be eligible for an Education Advancement Program Award immediately providing he meets the initial qualifying requirements stated above. Thereafter, a Firefighter potentially will be eligible for a twelve (12) or twenty-four (24) month period beginning each July 1.
- o. The award provided under the Education Advancement Program may be withdrawn at any time from any Firefighter who fails to maintain a satisfactory level of performance. Determination of unsatisfactory performance shall include, but not necessarily be limited to, a review by the Board of the Firefighters most recent service rating during the past twelve (12) months, or after the conclusion of a disciplinary action processed in accordance with procedures contained in City Charter, Article 13, Section 3, Ordinance 642, Section 12 and Civil Service Board Rule VIII, Section 3. Withdrawal of the Education Advancement Program Award shall be by action of the City Manager upon the recommendation of the Review Board.

## **TEXTBOOK REIMBURSEMENT**

- a. A Firefighter who qualifies for the Education Advancement Program Award shall receive, in addition to one of the awards Stated in paragraph 1-C, reimbursement for the cost of textbooks required for approved courses which are successfully completed as part of the Education Advancement Program, provided that such books are turned in to the Fire Department in good condition at the conclusion of the course, if requested by the Review Board.

- b. The amount of textbook reimbursement will be determined by the Review Board. To aid in computing the reimbursement amount the Board may require the Firefighter to supply certain documents such as a receipt for the book's purchase, evidence that it was purchased by the Firefighter and a copy of the official book list for the approved course.
- c. In lieu of reimbursement for textbook expense described in paragraphs 3-a and 3-b, the Fire Department may, at its option, provide or make available textbooks to Firefighters for approved courses. These books must be returned in good condition to the Fire Department at the conclusion of the Course for use by other Firefighters taking similar courses.

#### **EDUCATION ADVANCEMENT PROGRAM AWARD REVIEW BOARD**

- a. The Education Advancement Program Review Board is hereby created to administer the Education Advancement Program. The Board shall be responsible to the City Manager, and its functions shall be limited to those outlined in these regulations.
- b. The Review Board shall consist of the Fire Chief or his designated representative, a member appointed by the City Manager, and a third member to be appointed by the Firefighters' Union Local 689, from its active membership.
- c. The Review Board shall determine the standards of acceptance and credits for approved study and training.
- d. The Review Board initially shall establish and issue a list of current training opportunities for which credit will be given. The list may be updated from time to time by the Board and shall be conspicuously posted in the Fire Department.

Approved courses normally shall be in the field of Fire Science, but may be in other fields, if they will enhance a Firefighter's skill and effectiveness in Fire Science, and particularly if a course is part of a sequence of courses for an A.A. or B.A. degree in Fire Science, or closely related field.

- e. The fifty (50) classroom hours training necessary to qualify for an Education Advancement Program Award shall be approved by the Review Board. Firefighters wishing to qualify for the program shall submit to the Board, through the Fire Chief, the course or courses proposed to be taken. This statement, submitted in advance of enrollment, shall indicate the name of the school, the course title, the number of credits or units, the name of the instructor and the class schedule.

A Firefighter may propose to take a course not on the list; however, credit will not be given for completion of that course unless it is approved by the Board.

- f. When a Firefighter successfully completes an approved course or courses and certification of this fact is received in a form satisfactory to the Board, it shall review the Firefighters Service Ratings to determine if satisfactory performance has been maintained during the previous twelve (12) or twenty-four (24) months,



whichever is appropriate in light of the period of eligibility for which a Firefighter potentially is qualified. The Board must certify the Firefighters satisfactory performance in order for him to qualify for an Education Advancement Program Award.

- g. If a Firefighter currently is qualified for the Education Advancement Program Award, is injured in the line of duty and, as a result, is unable to meet the annual requirement of fifty (50) classroom hours of training, the education and performance requirements may be waived by the City Manager upon recommendation of the Review Board. The waiver may be granted until the Firefighter returns to work and is able, within a reasonable period of time, to requalify for the Award.

#### **AUTHORIZATION AND AMENDMENT**

- a. The Fire Department Education Advancement Program was authorized by the Alameda City Council in adopting Resolution No. 8135, which amended Resolution No. 8094, "Salary and Position Resolution of July 1, 1973".
- b. The rules and regulations governing the Fire Department Education Advancement Program shall be established by administrative directive issued by the City Manager.
- c. Amendments to the rules and regulations governing the Fire Department Education Advancement Program shall be made by the City Manager upon recommendation of the Review Board

#### **26.4 Paramedic Assistant Differential**

An employee who has a valid and current EMT-1 certificate or higher and who has successfully completed Paramedic Assistant training and is assigned to perform work as a Paramedic Assistant shall be compensated an additional four percent (4%) of top step Firefighter salary. (See Appendix A)

#### **26.5 Residence**

Employees may reside within the City, or within a geographical area located in and limited to an area which permits a time of response, using the most direct and feasible surface route in compliance with the legal vehicular speed limits, from place of residence to place of work not exceeding fifty (50) minutes.

#### **Section 27. Separability of Provisions**

Should any section, clause or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding.

Upon such invalidation the parties agree to meet and confer concerning substitute provisions rendered or declared illegal.

## **Section 28. Past Practices and Existing Memoranda of Understanding**

- 28.1** Continuance of working conditions and practices not specifically authorized by ordinance or resolution of the City Council is not guaranteed by this Memorandum of Understanding.
- 28.2** This Memorandum of Understanding shall supersede all existing Memorandum of Understanding between the City and the Association.

## **Section 29. – Meet and Confer**

The City Manager may request meet and confer discussions between the parties concerning changes in service levels during the term of this MOU. The City Manager will notify the AFMA President in writing when making such request. This in no way precludes the Association and the City from collaborating and using the basic tenets of their working relationship, cooperation, teamwork and consilience, in order to resolve service delivery issues outside of the formal meet and confer requirements.

**SIGNATURE PAGE**

**MEMORANDUM OF UNDERSTANDING**

**Between**

**CITY OF ALAMEDA  
And  
ALAMEDA FIRE MANAGERS ASSOCIATION**

**FEBRUARY 28, 2010 – JUNE 29, 2013**

Made and entered into this \_\_\_\_\_ day of September, 2011.

ALAMEDA FIRE MANAGEMENT  
ASSOCIATION

CITY OF ALAMEDA

By \_\_\_\_\_  
Daren R. Olson

By \_\_\_\_\_  
John A. Russo,  
City Manager

By \_\_\_\_\_  
Ricci Zombeck

By \_\_\_\_\_  
Matthew O. Tunney

APPROVED AS TO FORM

By \_\_\_\_\_  
Acting City Attorney

## APPENDIX "A" – Salary Schedule

**CITY OF ALAMEDA  
ALAMEDA MUNICIPAL FIRE MANAGEMENT ASSOCIATION  
EFFECTIVE June 24, 2007**

CODE	CLASSIFICATION	ANNUAL				
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
4550	Division Chief	121,466	127,530	133,900	140,582	147,602
4560	Deputy Fire Chief *	140,582	147,602	154,986	162,734	170,872

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<b>Salary Differential for Suppression Division Chief on Office Assignment</b> <i>(MOU Sec 12.1, P 3)</i>	2,429.32	2,550.60	2,678.00	2,811.64	2,952.04
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<b>Management Incentive Pay</b> <i>(MOU Sec 11.1)</i>					
Division Chief (Suppression)	3,336.80	3,503.20	3,678.40	3,862.40	4,055.20
Division Chief (Office Assignment)	5,016.00	5,266.40	5,529.60	5,805.54	6,095.20
Deputy Fire Chief *	5,691.20	5,976.00	6,274.40	6,588.80	6,917.60

<b>Holiday-in-Lieu Pay</b> <i>(MOU Sec 16)</i>					
Division Chief	6,071.00	6,375.20	6,693.70	7,027.80	7,378.54
Deputy Fire Chief *	7,027.69	7,378.62	7,747.75	8,135.07	8,541.89

<b>Paramedic Assistant Differential</b> FOR ALL CLASSIFICATIONS AND STEPS <i>(MOU Sec 26.4)</i>	3684.72
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\* The Deputy Fire Chief classification and salary rates are eliminated effective upon City Council adoption of this MOU.